

REMARKS

Upon entry of the present Amendment the claims under consideration are 1 and 4-19. Claims 2 and 3 are removed from consideration. Independent Claim 1 has been amended to make clear that an untensioned elastic adhesive is applied to an extensible web, which is also in an untensioned state, and that the elastic adhesive remains untensioned in the completed garment while a patterned placement of the elastic adhesive is provided. Claim 1 was further amended to normalize the reference to the tensioning force with that of the Abstract and e.g., page 4, line 7, so as not to confuse the public about which tensioning force is referenced. Claim 18 has been amended to specify certain shapes of printed elastic adhesive useful in the present invention. Claim 19 is added to specify these certain shapes of printed elastic adhesive as directly dependent from Claim 1. Such shapes are supported in the specification at, e.g., page 18, line 19 and page 28, line 15. Claim 20 is added to specify that the patterned elastic adhesive provides support against distension of a biaxially extendible web under loading. Support is found at page 29 of the specification. No new matter has been added. The Detailed Action of 01 October 2003 will now be addressed with reference to the headings and any paragraph numbers therein.

Claim Rejections -35 USC §102

Per paragraph 2 of the Detailed Action, Claims 1-14 and 16-18 stand rejected as anticipated by Odorzynski et al. (U.S. 6,245,050, hereinafter Odorzynski). Applicants have herewith specified in the amended Claim 1 that a patterned placement of the elastic adhesive is provided. Odorzynski does not teach the

importance of such a patterned placement of the elastic adhesive and therefore does not anticipate the present Claims.

Claim Rejections -35 USC §103

Per paragraph 4 of the Detailed Action, Claim 15 is rejected as obvious over Odorzynski in view of Mack (U.S. 4,005,182, hereinafter Mack). Applicants have herewith specified in the amended Claim 1 that a patterned placement of the elastic adhesive is provided. Neither Mack nor Odorzynski teaches the importance of such a patterned placement of the elastic adhesive and therefore the combination of these references cannot render the present Claim 15, which incorporates each limitation of its independent Claim 1, obvious.

For all the foregoing reasons, the Claims as presently amended are believed to be allowable over the art of record. A notice to that effect is earnestly solicited.

The Examiner is invited to call Applicants' undersigned attorney should the Examiner feel that any issues remain after entry of the present amendment.

Favorable consideration is requested.

Respectfully submitted,



Roland W. Norris
Reg. No. 32,799

Pauley Petersen & Erickson
2800 West Higgins Road Suite 365
Hoffman Estates, Illinois 60195
(847) 490-1400
FAX (847) 490-1403
morris@ppelaw.com